

EXHIBIT F

Complaint

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DISTRICT OF ARIZONA	
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10 UNITED STATES DISTRICT COURT
11 FOR THE DISTRICT OF ARIZONA
12
13

14 Rune Kraft,
15 Plaintiff,
16 vs.
17

18 Case No. **CV21-00575-PHX-DJH**

19 Chevron Corporation, a Delaware corporation,
20 Valley Pacific Petroleum Services, Inc., a California
21 corporation, Valley Pacific Petroleum Systems, Inc.,
22 a California corporation, French Camp, LLC, a
23 California limited liability company, Valley Pacific
24 Investments, a California based business entity,
25 Silvas Oil Company, Inc. a California corporation,
Acclaim Credit Technologies, a California corporation,
Cunningham & Associates Real Estate, LLC, an Arizona limited liability company, Burr
Commercial Properties, a California corporation,
International Credit Recovery, Inc., a California
company, W.R. Grace & Company, a Connecticut
company, Mitchell Brown General Engineering, Inc.,
a California company, San Joaquin Sand & Gravel, a
California company, Kaweah River Rock Company,
a California business entity, California State Board of
Equalization, an entity of the State of California,
Tulare County Superior Court, an entity of the State
of California, Orix Financial Services, Inc., a New
York company, James Oliver, Alroy J. Oliver,
Richard D. Oliver and Larry P. Oliver, residents of
California, Eric M. Black, LLC, a California limited
liability company, Cemex, Inc., a Louisiana
corporation, Lehigh Hanson, Inc., a Delaware
corporation; and DOES 1-10, Inclusive,

26 Defendants.

COMPLAINT

1 1. Jurisdiction

2 1. This is an action for: civil relief under 18 U.S.C. §§ 1961 *et seq.*, which gives this court
 3 authority pursuant to 18 U.S.C. § 1964 (a); relief under the California Cartwright Act (Sections
 4 16600 *et seq.* of the California Business & Professions Code; and relief under the California
 5 Unfair Practices Act (Section 17000 *et seq.* of the California Business & Professions Code). This
 6 action is also between citizens of different states, and the amount in controversy, exclusive of
 7 interest and costs, exceeds the sum of \$ 75,000. Thus, the district court has jurisdiction pursuant
 8 to both 28 U.S.C. § 1331 and § 1332. Venue is proper in this judicial district based on 28 U.S.C. §
 9 1391(b)(1) and (2).

10 2. Parties

11 2. Rune Kraft ("Kraft") is based outside the United States and manages and develops
 12 businesses and assets globally. Realia, Inc., a Delaware corporation, Concreteworks, Inc., a
 13 Delaware corporation, Artesia Holdings, Inc., a Delaware corporation, Pacific Equipment
 14 Management Company, Inc., a Delaware corporation, Pacific Real Estate Holdings, Inc., a
 15 Delaware corporation, North American Service Holdings, Inc., a Delaware corporation, and Kraft
 16 Americas Holdings, Inc., a Delaware corporation, have assigned their claims related to this matter
 17 to Kraft.

18 3. Chevron Corporation, a Delaware corporation, is based in San Ramon, California and
 19 manages and develops businesses and assets globally. 1 U.S.C. § 1 states that in determining the
 20 meaning of any Act of Congress, unless the context indicates otherwise, the words "person" and
 21 "whoever" include corporations, companies, associations, firms, partnerships, societies, and joint
 22 stock companies, as well as individuals. The Defendant is responsible for the global activities of
 23 Chevron, including establishing and maintaining the standards that ensure compliance with all
 24 applicable laws, at all times. Its role in the fraudulent schemes alleged herein is that it either
 25 ordered, participated in, or turned a blind eye to the unlawful activities and has allowed the
 26 continued use of the resources of the Chevron to support the fraudulent scheme. It has thus aided
 and abetted the persons who committed the crimes, frauds, and fraudulent schemes, whether they
 are or have been directly employed by the Chevron or indirectly employed by the Chevron as

1 contractors. Chevron Corporation has acted as in agreement with at least one other person who
 2 committed the predicate acts described as “specified unlawful activity” listed in section 18 U.S.C.
 3 § 1961(1), which qualifies as a conspiracy by the Racketeer Influenced and Corrupt Organizations
 4 Act. 18 U.S.C. §§ 1961-1968. This complaint describes with particularity numerous overt acts
 5 taken by persons either directly or indirectly employed by Chevron, members of the conspiracy,
 6 to further the crimes described herein.

7 4. Valley Pacific Petroleum Services, Inc. (“Chevron-VP Oil”) and Valley Pacific
 8 Petroleum Systems, Inc. (“Chevron-Fischer Oil”) are California corporations based in Stockton,
 9 California engaged in the business of distributing gasoline, diesel and oil related products received
 10 from Chevron Corporation. French Camp, LLC, a Stockton, California based company, is a
 11 subsidiary, affiliate or agent of the Valley Pacific entities and has the same offices and officers as
 12 the Valley Pacific entities. Valley Pacific Investments, a Fresno, California based business entity
 13 (“VPI”), was a subsidiary, affiliate or agent of the Valley Pacific entities and French Camp. Silvas
 14 Oil Company (“Chevron-Silvas Oil”), Inc. a California corporation, is a subsidiary, affiliate, or
 15 agent of Chevron Corporation based in Fresno, California. It has an assignee, Acclaim Credit
 16 Technologies, a California corporation, based in Visalia, California (collectively with Chevron
 17 Corporation “Chevron Entities”). 1 U.S.C. § 1 states that in determining the meaning of any Act
 18 of Congress, unless the context indicates otherwise, the words “person” and “whoever” include
 19 corporations, companies, associations, firms, partnerships, societies, and joint stock companies,
 20 as well as individuals. The Defendants are responsible for the activities in the United States of the
 21 Chevron Entities, including establishing and maintaining the standards that ensure compliance
 22 with all applicable laws, at all times. Their roles in the fraudulent schemes alleged herein are that
 23 they either ordered, participated in, or turned a blind eye to the unlawful activities and have
 24 allowed the continued use of the resources of the Chevron Entities to support the fraudulent
 25 scheme. They have thus aided and abetted the persons who committed the crimes, frauds, and
 26 fraudulent schemes, whether they are or have been directly employed by the Chevron Entities or
 indirectly employed by the Chevron Entities as contractors. These corporate entities have acted
 as in agreement with at least one other person who committed the predicate acts described as
 “specified unlawful activity” listed in section 18 U.S.C. § 1961(1), which qualifies as a conspiracy
 by the Racketeer Influenced and Corrupt Organizations Act. 18 U.S.C. §§ 1961-1968. This

1 complaint describes with particularity numerous overt acts taken by persons either directly or
2 indirectly employed by the Chevron Entities, members of the conspiracy, to further the crimes
3 described herein.

4 5. Cunningham & Associates Real Estate, LLC, an Arizona limited liability company is
based in Phoenix, Arizona (“Cunningham”). The Defendant aided and abetted the Chevron
5 Entities in monetizing the “diesel fuel fraud” described herein in a case under title 11, which are
6 offenses involving fraud connected with a case under title 11 and “specified unlawful activity”
7 listed in section 18 U.S.C. § 1961(D).

8 6. Burr Commercial Properties, a California corporation, is based in San Diego, California
9 (“Burr”). The Defendant aided and abetted the Chevron Entities in monetizing the “diesel fuel
fraud” described herein in a case under title 11, which are offenses involving fraud connected with
10 a case under title 11 and “specified unlawful activity” listed in section 18 U.S.C. § 1961(D).

11 7. International Credit Recovery, Inc., a California company, is based in Fresno, California
12 (“ICR”). The Defendant has received property it had no lawful rights to receive from a case under
13 title 11, which are offenses involving fraud connected with a case under title 11 and “specified
14 unlawful activity” listed in section 18 U.S.C. § 1961(D).

15 8. W.R. Grace & Company, a Connecticut company, is based in Columbia, Maryland. The
16 Defendant has received property it had no lawful rights to receive from a case under title 11, which
17 are offenses involving fraud connected with a case under title 11 and “specified unlawful activity”
18 listed in section 18 U.S.C. § 1961(D).

19 9. Mitchell Brown General Engineering, Inc., a California company, is based in Porterville,
California. The Defendant has received property it had no lawful rights to receive from a case
20 under title 11, which are offenses involving fraud connected with a case under title 11 and
21 “specified unlawful activity” listed in section 18 U.S.C. § 1961(D).

22 10. San Joaquin Sand & Gravel, a California company, is based in Madera, California
23 (“San Joaquin”). The Defendant has received property it had no lawful rights to receive from a
24 case under title 11, which are offenses involving fraud connected with a case under title 11 and
25 “specified unlawful activity” listed in section 18 U.S.C. § 1961(D).

26 11. Kaweah River Rock Company, a California business entity, is based in Woodlake,
California (“Kaweah”). The Defendant has received property it had no lawful rights to receive

1 from a case under title 11, which are offenses involving fraud connected with a case under title
 2 11 and “specified unlawful activity” listed in section 18 U.S.C. § 1961(D).

3 12. California State Board of Equalization is an entity of the State of California that
 4 administered sales and use taxes in California and is based in Sacramento, California (“BOE”).
 5 The Defendant doggedly sought to collect sales and use taxes in a corrupt manner as no sales and
 6 use taxes were owed and the entities it sought to collect the sales and use taxes from had nothing
 7 to do with these purported sales and use taxes. The Defendant has received property it had no
 8 lawful rights to receive from a case under title 11, which are offenses involving fraud connected
 9 with a case under title 11 and “specified unlawful activity” listed in section 18 U.S.C. § 1961(D).
 The conduct of the BOE was in bad faith and fraudulent.

10 13. Tulare County Superior Court is an entity of the State of California claiming to
 11 adjudicate controversies on behalf of the State of California and is based in Visalia, California.
 12 The Defendant systematically allowed the court to be used without jurisdiction and as a conduit
 13 of theft. For example, the Defendant aided and abetted the Chevron Entities in monetizing the
 14 “diesel fuel fraud” when it had no lawful authority to do so due to lack of jurisdiction. And for
 15 example, the Defendant demanded and collected funds from Plaintiff: without a contract, which
 16 is required pursuant to California Code of Civil Procedure 483.010; without a notice and hearing,
 17 which is required pursuant to California Codes of Civil Procedure 484.040 and 484.050; and
 18 without collateral, which is required pursuant to California Code of Civil Procedure 490.020 and
 19 489.220. Plainly, at this court, “the fix was in”. The court had a culture of cheating and cover-ups,
 20 which had evolved from uncontrolled chaos to institutionalized kleptocracy. Local officers of the
 21 court, regardless of who they were representing, were “in” on the scheme. Specifically, there was
 22 an embedded culture of expectation and entitlement based on the use of the court as a conduit of
 23 theft. The attitude of attorneys was “as long as I get my share, what do I care about the law, the
 24 parties and ethical guidelines”. In addition to local attorneys in private practice, local attorneys
 25 working for local law enforcement and local judicial officers were also “in” on the scheme, and
 26 local private practice attorneys knew it. There was zero fear among local private practice attorneys
 that anybody would enforce their violations of law which of course further stimulated the
 anarchistic conditions. For example, Plaintiff observed an example of a local attorney taking part
 in a scheme to forge evidence, using the forged evidence at the court, and making false statements

1 about the “evidence” to the court and this being reported to the Visalia Police Department, the
 2 Tulare County District Attorneys’ Office, and the local judicial officer in charge of the matter at
 3 the court, every time accompanied with *prima facie* evidence, and every time nothing was done.
 4 The conduct of the Tulare Court was in bad faith and fraudulent.

5 14. Orix Financial Services, Inc., a New York company, is based in Dallas, Texas. Its role
 6 in the fraudulent schemes alleged herein is that it either ordered, participated in, or turned a blind
 7 eye to the unlawful activities at the Tulare Court. As a result, the Defendant has received moneys
 8 it had no lawful rights to receive by means of the institutionalized kleptocracy at the Tulare County
 9 Superior Court. It has thus aided and abetted the persons who committed the crimes, frauds, and
 10 fraudulent schemes, whether they are or have been directly employed by Orix or indirectly
 11 employed by Orix as contractors. Orix has acted as in agreement with at least one other person
 12 who committed the predicate acts described as “specified unlawful activity” listed in section 18
 13 U.S.C. § 1961(1), which qualifies as a conspiracy by the Racketeer Influenced and Corrupt
 14 Organizations Act. 18 U.S.C. §§ 1961-1968. This complaint describes with particularity numerous
 15 overt acts taken by persons either directly or indirectly employed by Orix, members of the
 16 conspiracy, to further the crimes described herein.

17 15. James Oliver, Alroy J. Oliver, Richard D. Oliver and Larry P. Oliver are California
 18 residents and live in the Visalia area of California. Their role in the fraudulent schemes alleged
 19 herein is that they either ordered, participated in, or turned a blind eye to the unlawful activities
 20 at the Tulare Court. As a result, the Defendants have received considerations and moneys they
 21 had no lawful rights to receive by means of the institutionalized kleptocracy at the Tulare County
 22 Superior Court. They have thus aided and abetted the persons who committed the crimes, frauds,
 23 and fraudulent schemes, whether they are or have been directly employed by them or indirectly
 24 employed by them as contractors. They have acted as in agreement with at least one other person
 25 who committed the predicate acts described as “specified unlawful activity” listed in section 18
 26 U.S.C. § 1961(1), which qualifies as a conspiracy by the Racketeer Influenced and Corrupt
 27 Organizations Act. 18 U.S.C. §§ 1961-1968. This complaint describes with particularity numerous
 28 overt acts taken by persons either directly or indirectly employed by them, members of the
 29 conspiracy, to further the crimes described herein.

1 16. Eric M. Black, LLC, a California limited liability company, is based in Visalia,
 2 California. The Defendant has received property it had no lawful rights to receive from a case
 3 under title 11, which are offenses involving fraud connected with a case under title 11 and
 4 “specified unlawful activity” listed in section 18 U.S.C. § 1961(D).

5 17. Cemex, Inc., a Louisiana corporation, is based in Houston, Texas. The Defendant has
 6 failed to pay for the use of plant and equipment used to manufacture ready-mix concrete at
 7 locations in the City of Farmersville and the City of Tulare, California. Cemex is a leading global
 8 manufacturer of cement with operations in California, including cement manufacturing plants and
 9 cement import terminals. The Defendant has engaged in acts and practices that violate the
 10 California Cartwright Act (Sections 16600 *et seq.* of the California Business & Professions Code)
 11 and the California Unfair Practices Act (Section 17000 *et seq.* of the California Business &
 12 Professions Code). The Defendant is operating a cartel, the ultimate form of collusion by
 13 competitors in any industry, to engage in conduct that falls into the category of agreements or
 14 practices which because of their pernicious effect on competition and lack of any redeeming virtue
 15 are conclusively presumed to be unreasonable and therefore illegal without elaborate inquiry as
 16 to the precise harm they have caused or the business excuse for their use. The Defendant is
 17 cartelizing the markets through the trade variable “availability”. The Defendant is: geographically
 18 allocating control over the supply of cement and thus exercise control over the market price; is
 19 geographically allocating control over the supply of cement and thus exercise control over the
 transportation costs; and has secret agreements between cartel members by which they extend
 secret discounts to one another and thus stifle competition within the State of California and
 exercise unparalleled and unlawful control over the market price.

20 18. Lehigh Hanson, Inc., a Delaware corporation, is based in Irving, Texas. The Defendant
 21 has failed to pay for the use of plant and equipment used to manufacture ready-mix concrete at a
 22 location in the City of Porterville, California. Lehigh Hanson is a leading global manufacturer of
 23 cement with operations in California, including cement manufacturing plants and cement import
 24 terminals. The Defendant has engaged in acts and practices that violate the California Cartwright
 25 Act (Sections 16600 *et seq.* of the California Business & Professions Code) and the California
 26 Unfair Practices Act (Section 17000 *et seq.* of the California Business & Professions Code). The
 Defendant is operating a cartel, the ultimate form of collusion by competitors in any industry, to

1 engage in conduct that falls into the category of agreements or practices which because of their
 2 pernicious effect on competition and lack of any redeeming virtue are conclusively presumed to
 3 be unreasonable and therefore illegal without elaborate inquiry as to the precise harm they have
 4 caused or the business excuse for their use. The Defendant is cartelizing the markets through the
 5 trade variable “availability”. The Defendant is: geographically allocating control over the supply
 6 of cement and thus exercise control over the market price; is geographically allocating control
 7 over the supply of cement and thus exercise control over the transportation costs; and has secret
 8 agreements between cartel members by which they extend secret discounts to one another and
 9 thus stifle competition within the State of California and exercise unparalleled and unlawful
 control over the market price.

10 11 **3. Statement of Claim for Relief.**

12 19. This is an action for: civil relief under 18 U.S.C. §§ 1961 *et seq.*, which gives this court
 13 authority pursuant to 18 U.S.C § 1964 (a); relief under the California Cartwright Act (Sections
 14 16600 *et seq.* of the California Business & Professions Code); relief under the California Unfair
 15 Practices Act (Section 17000 *et seq.* of the California Business & Professions Code). This action
 16 is also between citizens of different states, and the amount in controversy, exclusive of interest
 17 and costs, exceeds the sum of \$ 75,000. Thus, the district court has jurisdiction pursuant to 28
 18 U.S.C. §§ 1331, 1332. FRCP 8(a)(1)

19 20. Plaintiff has a legal entitlement to business relations and property rights unhampered
 20 by schemes prohibited by the RICO predicate statutes, 18 U.S.C. §§ 1962(c), 1961(1), and the
 21 California antitrust and unfair practices statutes, Sections 16600 *et seq.* and of Section 17000 *et*
seq. of the California Business & Professions Code. FRCP 8(a)(2)

22 21. Plaintiff seeks to have the district court order: (1) that any transactions, including
 23 derivative transactions that has injured Plaintiff in his business and property are invalidated based
 24 on the district court’s authority pursuant to 18 U.S.C. § 1964 (a); and (2) that the Plaintiff shall
 25 recover threefold the damages he has sustained, and the cost of the suit based on 18 U.S.C. §
 26 1964 (c) and California Bus. & Prof. Code §§ 16750(a), 17070,17082. FRCP 8(a)(3)

1 **4. The Facts.**

2 **4.1 The Specified Unlawful Activity Claims**

3 22. On April 6, 2017 Plaintiff received the BOE's response to a subpoena that he had
 4 caused to be issued in Tulare Court Case No. 217841 which related to an allegation that had been
 5 made by Alroy J. Oliver and Richard D. Oliver that they had been forced to pay the BOE about \$
 6 100,000 in sales taxes that supposedly were owed by the taxpayer The Artesia Companies, Inc.,
 7 for Account No. 097827995. Al and Richard Oliver also claimed that they had an agreement with
 8 Plaintiff and that in this agreement Plaintiff had indemnified them.

9 23. The BOE's response contained ledgers and checks. However, the records did not show
 10 any payments made by Al and Richard Oliver to the BOE, as they had alleged at the Tulare Court.

11 24. What the records did show was that the BOE had received payments it was not entitled
 12 to from a case under title 11, Case No. 2:05-bk- 15022-RTB, which are offenses involving fraud
 13 connected with a case under title 11 and "specified unlawful activity" listed in section 18 U.S.C.
 14 § 1961(D).

15 25. The Artesia Companies, Inc. stopped selling tangible products in California which are
 16 subject to a state sales tax of about 7% to the BOE in the summer of 2003 and as of August 31,
 17 2003, there was no money owed on this account ("the sales tax fraud"). Yet, the subpoenaed
 18 records reflect that the SBOE continued to collect money related to this account, after this date.
 19 The conduct of the BOE was in bad faith and fraudulent.

20 26. Further, even if sales taxes were owed to the BOE, and no sales taxes were owed, Al
 21 and Richard Oliver would have had no authority to interact with the BOE about any purported
 22 sales tax obligations of The Artesia Companies, Inc. And Al and Richard Oliver had no contracts
 23 with Plaintiff making Plaintiff responsible for answering for their debts, defaults, or miscarriages.

24 27. Falsely and fraudulently, Al and Richard Oliver had represented to the Tulare County
 25 Superior Court that they had had made payments to the SBOE in the amount of about \$ 100,000,
 26 which the subpoenaed information showed that they had not. And the Tulare Court collected \$
 634,678 from Plaintiff based on this representation. How this was accomplished remains a
 mystery to Plaintiff.

1 28. Further, the Tulare Court collected the funds from Plaintiff: without a contract, which
 2 is required pursuant to California Code of Civil Procedure 483.010; without a notice and hearing,
 3 which is required pursuant to California Codes of Civil Procedure 484.040 and 484.050; and
 4 without collateral, which is required pursuant to California Code of Civil Procedure 490.020 and
 489.220. The conduct of the Tulare Court was in bad faith and fraudulent.

5 29. Al and Richard Oliver, their other two brothers Jim and Larry, and the Tulare Court
 6 engaged in similar fraudulent conduct related to 7 ready mix concrete trucks that had been
 7 financed through Orix and an alleged unpaid balance of about \$ 50,000. At the time, each truck
 8 was probably worth about \$ 30,000 - \$ 40,000, making the 7 trucks worth close to \$ 250,000.
 9 Thus, with a loan balance of about \$ 50,000 and the trucks being worth five times as much,
 10 whoever had control over the trucks had a ready profit of about \$ 200,000 ("the equipment fraud
 11 -trucks").

12 30. Despite these facts, and again Plaintiff does not understand how the Oliver brothers
 13 managed this, they represented to the Tulare Court that they had an agreement with Plaintiff and
 14 that in this agreement Plaintiff had indemnified them so the court should collect \$ 200,000 from
 Plaintiff.

15 31. Further, the Tulare Court collected the \$ 200,000 from Plaintiff: without a contract,
 16 which is required pursuant to California Code of Civil Procedure 483.010; without a notice and
 17 hearing, which is required pursuant to California Codes of Civil Procedure 484.040 and 484.050;
 18 and without collateral, which is required pursuant to California Code of Civil Procedure 490.020
 19 and 489.220. The conduct of the Tulare Court was in bad faith and fraudulent.

21 **4.2 The Antitrust and Unfair Practices Claims**

22 32. Plaintiff was formerly engaged in the business of manufacturing and selling ready mix
 23 concrete and pre-cast concrete products in Tulare County, Kings County and Fresno County
 24 California. Plaintiff's companies perfected a low-cost system for manufacturing concrete and
 25 delivering it to its customers' construction sites. Plaintiff had operations at 8 locations and had a
 26 business plan for expanding to 30 additional locations where he expected to quickly obtain a
 minimum 20% market share as the lowest cost producer in the region.

1 33. Defendants Cemex and Lehigh Hanson are companies in the business of selling cement
 2 to customers located in California. The California cement market is dominated by the multiple
 3 U.S. subsidiaries of three large families of affiliated companies headed by the parent company of
 4 Defendant Cemex, Cemex S.A.B. de C.V. ("Cemex"), a Mexican corporation, the parent company
 5 of Defendant Lehigh Hanson, Heidelberg Cement AG, a German corporation, and Taiheiyo
 6 Cement Corporation, a Japanese corporation (together, the "cement cartel"). The members of the
 7 cement cartel have combined to unreasonably restrain trade in the sale of cement to concrete
 8 manufacturers that are unaffiliated with the cartel ("independent concrete producers") throughout
 Tulare County, Kings County and Fresno County, California (the "relevant market").

9 34. Although Defendant Cemex and Defendant Lehigh Hanson are just selected members
 10 of the cement cartel, their participation in a conspiracy to restrain trade and illegally inflate cement
 11 prices in the relevant market renders each of them jointly and severally liable for all of the
 damages inflicted upon Plaintiff by the cartel or any of its members.

12 35. The cement cartel employed acquisitions and mergers to obtain total control over
 13 domestic production of cement within 200 miles of the relevant market. Domestic producers
 14 located more than 200 miles away were unable to compete within the relevant market because of
 15 the cost of transporting cement by rail or truck.

16 36. The U.S. cement manufacturing market is insulated from competition from new
 17 entrants because of the cement industry's high barriers to entry which include:

- 18 • The high cost of building cement manufacturing facilities
- 19 • Limited access to natural resources needed for cement production
- 20 • Substantial delay and costs associated with zoning and environmental approvals
 required for a cement production facility.

22 37. Beginning at a time unknown and continued up to the date of the filing of the
 23 complaint, the cement cartel succeeded in eliminating competition in the sale of cement to
 24 independent concrete producers in the relevant market.

25 38. The elimination of competition allowed cartel members to dramatically increase
 26 cement prices to independent concrete producers.

1 39. The elimination of competition allowed cartel members to arbitrarily curtail the supply
 2 of cement to independent concrete producers and uniformly charge them cement prices that
 3 substantially exceeded the prices they charged to a concrete manufacturing subsidiary of another
 4 cartel member.

5 40. The primary mechanism used by the cement cartel to eliminate competition in the
 6 relevant market was an allocation of independent concrete producer customers among the cartel
 7 members. With only occasional and very limited exceptions, independent concrete producers
 8 were only able to obtain cement from an existing supplier. Other cement cartel members refused
 9 to compete for the business of another cartel member's customer.

10 41. The only cement manufacturer that would sell cement to Plaintiff was a cartel member
 11 known as Hanson Permanente Cement, which was later acquired by the corporate family of
 12 affiliated cartel members known as Heidelberg.

13 42. Plaintiff continuously sought alternative sources of cement supply. Plaintiff
 14 consistently asked for cement to be picked up and paid for in advance at the supplier's location.

- 15 A. In each case, the prospective alternative supplier failed or refused to do business
 16 with Plaintiff.
- 17 B. Sometimes the prospective alternative supplier asked who was currently supplying
 18 the company with cement and then refused to do business with Plaintiff once it was
 19 disclosed that Plaintiff was already a customer of Hanson.
- 20 C. Often the prospective alternative supplier simply failed to respond to Plaintiff's
 21 request for quotation and multiple follow-up inquiries.

22 43. The cost of transporting cement from the supplier's manufacturing facility to the
 23 purchaser's concrete facility is a significant cost factor for the purchaser. Hence, purchasers
 24 generally prefer the cement supplier that is closest to its concrete facility and, in a competitive
 25 market the closest cement supplier would have a competitive advantage. However, Plaintiff was
 26 only able to purchase cement from Hanson's cement facility in Santa Clara, California (located
 approximately 200 miles away) even though other cartel members had cement manufacturing
 operations that often were closer to the applicable Plaintiff concrete manufacturing facility (e.g.
 cement facilities in Tehachapi, Lebec and Mojave located about 100 miles away).

1 44. Unless there was an agreement among the members of the cement cartel not to compete
 2 for other cartel members' customers, it was not rational economic behavior for Hanson's
 3 competitors to turn down opportunities to compete for Plaintiff's business. The refusal to compete
 4 was particularly irrational when Hanson's competitors had a competitive advantage due to their
 closer proximity to Plaintiff's facilities.

5 45. The cement suppliers dealt with independent concrete producers in California as
 6 follows:

- 7 i. Each independent concrete producer only had a single cement supplier for many
 years – sometimes for decades.
- 8 ii. Competing cement suppliers never sought their business.
- 9 iii. Often the independent concrete producer's only permitted cement supplier was not
 the closest possible cement supplier (resulting in economically irrational and
 inefficient transportation of cement throughout California).
- 10 iv. Most independent concrete producers did not seek alternative suppliers because it
 was understood that attempting to do so would have been futile
- 11 v. Cement suppliers do not have a single price for the cement they sell. The price for
 cement sold by a single supplier at a particular facility varies according to the
 intended destination of the cement. Although independent concrete producers must
 pick up cement at their supplier's location and bear the cement transportation cost
 to their concrete production facilities themselves, the price of cement is always
 quoted based upon the location of the concrete facility where the cement is being
 taken.
- 12 vi. Cement prices quoted by different suppliers are always the same for a particular
 destination.

13 46. In the absence of an illegal agreement to allocate customers, eliminate competition and
 14 charge inflated prices, it would not have been in the cement suppliers' best economic interest to:

- 15 a) Consistently refrain from seeking the business of customers previously served by
 the cement supplier's competitor.

1 b) Consistently refrain from selling cement to a prospective customer whose close
 2 proximity provides the cement supplier with a competitive advantage.

3 47. In a competitive market that is not restrained by an illegal agreement to allocate
 4 customers it is not plausible that cement suppliers would conduct their businesses as they did.

5 48. The primary mechanism used by the cement cartel to insulate itself from foreign
 6 competition was to obtain control over all ports where cement from foreign competitors could be
 7 imported into the relevant market.

8 49. Approximately 25 percent of the cement sold in California is imported from foreign
 9 countries. However, members of the cement cartel have obtained exclusive ownership, rights and
 10 control over all of the cement offloading facilities at every port along the California coast. In
 11 some ports, individual members of the cement cartel have secured control of the facilities. In
 12 others, two cartel members have combined to form a joint venture that controls the facilities.

13 50. Cartel members will only offload their own cement at the port facilities that they
 14 control. They will not offload the cement of foreign competitors who want to compete on price
 15 with low cost imported cement.

16 51. Because the cost of transporting cement more than 200 miles by rail or truck makes it
 17 economically prohibitive to compete, the cement cartel's control of the California port facilities
 18 has insulated it from price competition from foreign imports into the relevant market.

19 52. If the cement cartel had not obtained control of all of the cement offloading facilities
 20 at California's ports, competition from cement imports would have exerted substantial downward
 21 pressure on cement prices in the relevant market.

- 22 • Foreign cement producers were selling cement at foreign ports at an average price
 23 of \$15.00/ton.
- 24 • After adding in transportation costs and offloading costs the price of cement at
 25 California ports would have averaged approximately \$34.00/ton.
- 26 • The cement cartel was selling both domestic and imported cement in the relevant
 27 market at two to three times that price during the same time period.

1 53. As a result of the cement cartel's total control over domestic and foreign competition
 2 in the relevant market and the illegal allocation of independent concrete producer customers, each
 3 member of the cartel has had unfettered control over the prices it charges its customers for cement.
 4 However, the cartel members also enhanced their illegal manipulation of cement prices through
 5 explicit and/or implicit agreements on cement prices.

6 54. The illegal pricing agreements among cement suppliers have further stabilized cement
 7 prices at inflated levels that are not subject to normal competitive pressures.

8 55. The members of the cement cartel have frequent opportunities to communicate about
 9 cement pricing that enables illegal coordination through price signaling and/or express price fixing
 10 agreements:

- 11 • Cement cartel members report financial results to a central trade association known
 as the Portland Cement Association ("PCA") which then publishes a monthly report
 of current financial data that consolidates the data reported by cartel members by
 geographic market. The PCA's monthly report includes total sales revenue and total
 quantity sold which allows cartel members to determine the average price per ton
 of cement sold in any particular geographic market and thereby provides a signal to
 all competitors about the price levels that each should charge in the future.
- 12 • Cement cartel members meet frequently at trades association conferences.
- 13 • The corporate officers of different cement cartel members often meet in their
 capacity as officers or directors of another cartel member, another cartel member's
 subsidiary and/or joint ventures between two or more cartel members. Interlocking
 directorates among competitors is a per se violation of the antitrust laws.

14 56. Cement prices in the relevant market increased dramatically and were two to three
 15 times higher than the level of cement prices in the states of Washington and Oregon. Cement
 16 prices in the relevant market also were approximately three times higher than the prices that would
 17 have been available to cement purchasers if the cement cartel did not have the ability to exclude
 18 competition from foreign manufacturers seeking to bring cement into the relevant market through
 19 California's seaports.

1 57. Cement prices continued to rise even during periods of economic retraction that
 2 dramatically reduced construction activity and drove the demand for cement well below the
 3 manufacturing capacity of domestic cement manufacturers. If there had been no illegal allocation
 4 of cement customers and no illegal agreements to fix cement prices, it would not have been
 5 economically rational for cement manufacturers to raise cement prices in the face of a dramatic
 6 decline in demand.

7 58. The existence of a vibrant market of independent concrete producers seeking lower
 8 cement prices provides a potential incentive for new cement manufacturing competitors to enter
 9 the relevant market (despite the overwhelming barriers to entry) and offer cement at prices that
 10 are lower than the inflated pricing the cartel has imposed through its illegal conduct. Hence, the
 11 cement cartel views independent concrete producers as threats to the cartel's efforts to illegally
 12 inflate cement prices.

13 59. During the past several decades members of the cement cartel have entered the
 14 downstream concrete business through acquisitions and mergers and have sought to leverage their
 15 market power in the cement market to also dominate and control the business activities of the
 16 companies in the downstream concrete market.

17 60. Through the following conduct, the cement cartel has weakened independent concrete
 18 producers (including Plaintiff's companies) in an effort to eliminate them from the market or
 19 coerce them to sell their assets or businesses to members of the cartel:

- 20 • The prices of cement to independent concrete producers that are set by the cartel are
 21 always significantly higher than the prices charged to the concrete manufacturing
 22 subsidiaries of cement cartel members.
- 23 • Each cartel member has entered into cement swap agreements that provide other
 24 cartel members, and their concrete subsidiaries, with preferential cement pricing
 25 that is not available to independent concrete producers. These agreements ensure
 26 that wherever an independent concrete producer is competing with a concrete
 27 manufacturing subsidiary of a cement cartel member for the opportunity to supply
 28 concrete to a construction site, the cost of cement to the independent concrete
 29 producer will always be significantly higher.

- 1 • Cartel members have severely restricted the quantity of cement they supply to
- 2 independent concrete producers to cripple their ability to compete in the concrete
- 3 market or to grow their concrete businesses.

4 61. The conduct described above has severely weakened the ability of independent
 5 concrete producers to compete in the relevant market. Some independent concrete producers have
 6 gone out of business. Others have been acquired by members of the cement cartel after their
 7 businesses have been irrevocably weakened. This has led to a consolidation of the concrete
 8 market and a concentration of concrete competitors under the control of the cement cartel.

9 62. Plaintiff had a business plan to expand its operations into 30 additional geographic
 10 locations. Because of its low-cost business model, Plaintiff reasonably expected to swiftly capture
 11 at least 20 percent of the market in each of those locations and enjoy profits equal to 20 percent
 12 of its revenues, after deduction of the capital costs of its expansion.

13 63. The combined effect of the cement cartel's inflated prices for cement to independent
 14 concrete producers like Plaintiff's companies, the competitive advantage that lower cement prices
 15 provided to the cement cartel's concrete manufacturing subsidiaries and the severe restrictions on
 16 the quantity of cement that was made available to Plaintiff made it impossible for it to implement
 17 its expansion plans and ultimately forced Plaintiff to cease doing business in the concrete market.
 18 As a consequence of the cement cartel's illegal conduct, Plaintiff lost the going concern value of
 19 its then existing concrete business and the going concern value of its planned business expansion.

20 64. The cartel members have also used a mobile cement storage facility and two mobile
 21 concrete manufacturing facilities owned by Plaintiff and have used them for their own benefit.

- 22 a) Plaintiff offered to enter into long-term leases of his mobile facilities upon attractive
 lease terms but, despite numerous attempted communications on this subject,
 Plaintiff was unable to get any response to its offer.
- 23 b) After many months of continued use of its mobile facilities without any indication
 concerning the acceptability of a long-term lease, Plaintiff made it clear that further
 use would have to be on less attractive month to month lease terms.
- 24 c) Plaintiff has regularly sent invoices for monthly rental charges, insurance charges
 and interest on the unpaid balance. Each invoice stated that the lease could be

terminated at any time on 30 days' notice. However, Plaintiff has never received any notice of termination of the leasing arrangement.

- d) Plaintiff's mobile facilities continue to be used to the present day. The terms of its month-to-month lease have never been rejected. To the contrary, the continued use of its mobile facilities, after multiple written communications that clearly communicated the required terms and conditions of such continued use, conveyed a legal acceptance of the lease terms offered by Plaintiff.
 - e) No lease payments have ever been made to Plaintiff.

4.3 The Title 11 Offenses Involving Fraud

65. Chevron Corporation is one of the largest oil companies in the world. This was accomplished largely through mega-mergers, e.g., in 1961 Standard Oil Co. (Kentucky), in 1984 Gulf Oil Corp, in 1984 Getty Oil (though subsequent merger with Texaco), in 1988 Tenneco Oil Co. (large portion of Tenneco's oil industry assets), in 2000 Texaco, and in 2005 Unocal Corp. Already in 1984, through the Gulf merger alone, Chevron became the No. 1 U.S. refiner and marketer as well as the nation's market leader in gas liquids.

66. As a result, Chevron Corporation had the ability to coerce markets and strongarm its direct and indirect customers. And they did.

67. Relevant to this action what appears to be a trust was established by Chevron Corporation and Valley Pacific Petroleum Services, Inc. to absorb the business of J.A. Fischer Oil, which was named Valley Pacific Petroleum Systems, Inc. dba J.A. Fischer Oil.

68. And relevant to this action is the sale of about 17,000,000 gallons of diesel fuel at prices that were on average \$ 0.18 per gallon higher than what the prices should have been by the associated-in-fact enterprise of Chevron Corporation, Valley Pacific Petroleum Services, Inc. and Valley Pacific Petroleum Systems, Inc. dba J.A. Fischer Oil:

Samples of Prices per Gallon					
Diesel Per Gallon	Retail Price	Rack Price	Delivered Price	Chevron Price	Damages Per Gallon
28-Aug-00	1. 85	1. 73	1. 78	1.96	0.18

1	10-Sep-01	1. 67	1. 55	1. 60	1. 73	0.13
2	26-Aug-02	1. 56	1.44	1. 49	1. 73	0.24
3	Average					

4

5 69. Including interest at 1.5% per month, compounded monthly, the damages are as
6 follows:

Damages				
Year	Diesel Gallons	Annual Damages	Interest	Cumulative Damages
1976	500,000	90,000	8,775	98,775
1977	500,000	90,000	28,036	216,811
1978	500,000	90,000	51,053	357,864
1979	500,000	90,000	78,559	526,423
1980	500,000	90,000	111,427	727,850
1981	500,000	90,000	150,706	968,556
1982	500,000	90,000	197,643	1,256,200
1983	500,000	90,000	253,734	1,599,933
1984	500,000	90,000	320,762	2,010,695
1985	500,000	90,000	400,861	2,501,556
1986	500,000	90,000	496,578	3,088,135
1987	500,000	90,000	610,961	3,789,096
1988	500,000	90,000	747,649	4,626,744
1989	500,000	90,000	910,990	5,627,735
1990	600,000	108,000	1,107,938	6,843,673
1991	600,000	108,000	1,345,046	8,296,719
1992	600,000	108,000	1,628,390	10,033,109
1993	600,000	108,000	1,966,986	12,108,095
1994	600,000	108,000	2,371,609	14,587,704
1995	600,000	108,000	2,855,132	17,550,836
1996	700,000	126,000	3,434,698	21,111,534
1997	800,000	144,000	4,130,789	25,386,324
1998	800,000	144,000	4,964,373	30,494,697
1999	1,000,000	180,000	5,964,016	36,638,713
2000	1,000,000	180,000	7,162,099	43,980,812
2001	1,000,000	180,000	8,593,808	52,754,620
2002	1,000,000	180,000	10,304,701	63,239,321

1	2003	100,000	18,000	12,333,423	75,590,743	
2	2004			14,740,195	90,330,938	
3	2005			17,614,533	107,945,471	
4	2006			21,049,367	128,994,838	
5	2007			25,153,993	154,148,832	
6	2008			30,059,022	184,207,854	
7	2009			35,920,532	220,128,386	
8	2010			42,925,035	263,053,421	
9	2011			51,295,417	314,348,838	
10	2012			61,298,023	375,646,861	
11	2013			73,251,138	448,897,999	
12	2014			87,535,110	536,433,109	
13	2015			104,604,456	641,037,565	
14	2016			125,002,325	766,039,891	
15	2017			149,377,779	915,417,669	
16	2018			178,506,445	1,093,924,115	
17	2019			213,315,202	1,307,239,317	
18	2020			254,911,667	1,562,150,984	

70. A fraudulent claim related to the above detailed 17,000,000 gallons fraudulent scheme was brought by the Chevron Entities at the Tulare Court (“diesel fuel fraud”).

71. The court adjudicated the claim without jurisdiction, as no summons and complaint were served.

72. However, Plaintiff has learnt that this kind of conduct at the state court was not “incidental” but the norm. Plainly, at this court, “the fix was in”. See paragraph 13 above

73. The Chevron Entities used this court in the diesel fuel fraud and as described herein, several other entities also used this court to obtain void and/or fraudulent judgments proving that, the kleptocratic activities were not “incidents” but the norm and had become institutionalized.

5. Predicate Acts.

5.1 Mail Fraud. 18 U.S.C. § 1961(1)(B) Predicate Acts (18 U.S.C. § 1341)

PREDICATE ACT #	APPROX. DATE	DESCRIPTION OF MAIL FRAUD 18 U.S.C. § 1341
1	31-Jul-06	Mail matter containing funds related to "the equipment fraud - trucks" sent from Tulare Court in Visalia, California to Al Oliver in Visalia, California
2	Sep. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to ICR in Fresno, California
3	Sep. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Chevron-VP Oil in Stockton, CA
4	Sep. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Chevron-Silvas Oil in Fresno, CA
5	Sep. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to VPI in Fresno, California
6	Sep. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Cunningham in Phoenix, AZ
7	Dec. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Mitchell Brown in Porterville, California
8	Dec. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding

		court in Phoenix to W.R. Grace in Columbia, MD
9	Dec. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to VPI in Fresno, California
10	Dec. 2006	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Cunningham in Phoenix, AZ
11	Feb. 2007	Mail matter regarding the Visalia property containing funds to be used to defraud Plaintiff of property sent and delivered via United States Postal Service by Eric M. Black, LLC to the 11 U.S.C. proceeding court in Phoenix
12	Apr. 2007	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to San Joaquin in Madera, CA
13	Apr. 2007	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Kaweah in Woodlake, CA
14	Apr. 2007	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Burr in San Diego, CA
15	Apr. 2007	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to Cunningham in Phoenix, AZ
16	Jan. 2008	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding

		court in Phoenix to BOE in Sacramento, California
17	Mar. 2008	Mail matter regarding Plaintiff's business or property containing funds obtained from defrauding Plaintiff of property sent and delivered via United States Postal Service from the 11 U.S.C. proceeding court in Phoenix to BOE in Sacramento, California
18	23-Jan-09	Mail matter containing funds related to "the sales tax fraud" sent from Tulare Court in Visalia, California to Al Oliver in Visalia, California
19	16-Aug-10	Mail matter containing funds related to "the sales tax fraud" sent from Tulare Court in Visalia, California to Al Oliver in Visalia, California
20	7-Sep-16	Mail matter containing funds related to "the sales tax fraud" sent from Tulare Court in Visalia, California to Al Oliver in Visalia, California

11

12 **5.2 Money Laundering. 18 U.S.C. § 1961(1)(B) Predicate Acts**

13 **(18 U.S.C. § 1956(a))**

PREDICATE ACT #	APPROX. DATE	DESCRIPTION OF MONEY LAUNDERING 18 U. S. C. § 1956(a)
21	30-Jun-06	Al Oliver caused funds to be transferred from Al Oliver in California to attorney G. Scott Benker in California, intending to promote specified unlawful activity
22	30-Jun-06	Orix caused funds to be transferred from Orix in Texas to attorneys Raymond A. Policar et al. in California, intending to promote specified unlawful activity
23	31-Jul-06	Al Oliver caused funds to be transferred from the Tulare County Superior Court in California to Orix in Texas, intending to promote specified unlawful activity.
24	5-Aug-06	A payment related to "the equipment fraud - trucks" received from Al Oliver in California was deposited by Orix in Texas, intending to promote specified unlawful activity.
25	Sep. 2006	ICR caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to ICR in California, intending to promote specified unlawful activity.

1	26	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by ICR in California, intending to promote specified unlawful activity.
2	27	Sep. 2006	Chevron-VP Oil caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to Chevron-VP Oil in California, intending to promote specified unlawful activity.
3	28	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-VP Oil in California, intending to promote specified unlawful activity.
4	29	Sep. 2006	Chevron-Silvas Oil caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to Chevron-Silvas Oil in California, intending to promote specified unlawful activity.
5	30	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-Silvas Oil in California, intending to promote specified unlawful activity.
6	31	Sep. 2006	VPI caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to VPI in California, intending to promote specified unlawful activity.
7	32	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California, intending to promote specified unlawful activity.
8	33	Sep. 2006	Cunningham caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to Cunningham in Arizona, intending to promote specified unlawful activity.
9	34	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, intending to promote specified unlawful activity.
10	35	Dec. 2006	Mitchell Brown caused funds to be transferred from the

		11 U.S.C. proceeding court in Phoenix to Mitchell Brown in California, intending to promote specified unlawful activity.
36	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Mitchell Brown in California, intending to promote specified unlawful activity.
37	Dec. 2006	W.R. Grace caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to W.R. Grace in Maryland, intending to promote specified unlawful activity.
38	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by W.R. Grace in Maryland, intending to promote specified unlawful activity.
39	Dec. 2006	VPI caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to VPI in California, intending to promote specified unlawful activity.
40	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California, intending to promote specified unlawful activity.
41	Dec. 2006	Cunningham caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to Cunningham in Arizona, intending to promote specified unlawful activity.
42	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, intending to promote specified unlawful activity.
43	Feb. 2007	Eric M. Black, LLC caused funds to be transferred to the 11 U.S.C. proceeding court in Phoenix, intending to promote specified unlawful activity.
44	Apr. 2007	San Joaquin caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to San Joaquin in California, intending to promote

		specified unlawful activity.
45	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by San Joaquin in California, intending to promote specified unlawful activity.
46	Apr. 2007	Kaweah caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to Kaweah in California, intending to promote specified unlawful activity.
47	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Kaweah in California, intending to promote specified unlawful activity.
48	Apr. 2007	Burr caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to Burr in California, intending to promote specified unlawful activity.
49	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Burr in California, intending to promote specified unlawful activity.
50	Apr. 2007	Cunningham caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to Cunningham in Arizona, intending to promote specified unlawful activity.
51	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, intending to promote specified unlawful activity.
52	Jan. 2008	BOE caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to BOE in California, intending to promote specified unlawful activity.
53	Jan. 2008	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California,

		intending to promote specified unlawful activity.
54	Mar. 2008	BOE caused funds to be transferred from the 11 U.S.C. proceeding court in Phoenix to BOE in California, intending to promote specified unlawful activity.
55	Mar. 2008	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California, intending to promote specified unlawful activity.
56	1-Oct-08	Al Oliver caused funds to be transferred from Al Oliver in California to attorney G. Scott Benker in California, intending to promote specified unlawful activity
57	2-Jan-09	Al Oliver caused funds to be transferred from Al Oliver in California to attorney G. Scott Benker in California, intending to promote specified unlawful activity
58	23-Jan-09	Al Oliver caused funds to be transferred from the Tulare County Superior Court in California to Al Oliver in California, intending to promote specified unlawful activity.
59	26-Jan-09	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, intending to promote specified unlawful activity.
60	1-Aug-10	Al Oliver caused funds to be transferred from Al Oliver in California to attorney G. Scott Benker in California, intending to promote specified unlawful activity
61	16-Aug-10	Al Oliver caused funds to be transferred from the Tulare County Superior Court in California to Al Oliver in California, intending to promote specified unlawful activity.
62	19-Aug-10	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, intending to promote specified unlawful activity.
63	15-Mar-16	Al Oliver caused funds to be transferred from Al Oliver in California to attorney E. Warren Gubler in California, intending to promote specified unlawful activity
64	15-Aug-16	Al Oliver caused funds to be transferred from Al Oliver in California to attorney E. Warren Gubler in California, intending to promote specified unlawful activity

1	65	7-Sep-16	Al Oliver caused funds to be transferred from the Tulare County Superior Court in California to Al Oliver in California, intending to promote specified unlawful activity.
4	66	10-Sep-16	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, intending to promote specified unlawful activity.

7

8 **5.3 Monetary Transactions in Property Derived from**
 9 **Specified Unlawful Activity. 18 U.S.C. § 1961(1)(B)**
 10 **Predicate Acts (18 U.S.C. § 1957(a))**

PREDICATE ACT #	APPROX. DATE	DESCRIPTION OF MONETARY TRANSACTIONS IN PROPERTY DERIVED FROM SPECIFIC UNLAWFUL ACTIVITY 18 U. S. C. § 1957(a)
13 67	5-Aug-06	A payment related to "the equipment fraud - trucks" received from Al Oliver in California was deposited by Orix in Texas, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
17 68	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by ICR in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
22 69	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-VP Oil in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
26 70	Sep. 2006	A payment related to the fraud connected with a case

			under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-Silvas Oil in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
71	Sep. 2006		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
72	Sep. 2006		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
73	Dec. 2006		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Mitchell Brown in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
74	Dec. 2006		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by W.R. Grace in Maryland, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
75	Dec. 2006		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and

			was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
76	Dec. 2006		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
77	Apr. 2007		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by San Joaquin in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
78	Apr. 2007		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Kaweah in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
79	Apr. 2007		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Burr in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
80	Apr. 2007		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
81	Jan. 2008		A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California,

		which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
82	Mar. 2008	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
83	26-Jan-09	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
84	19-Aug-10	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.
85	10-Sep-16	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, which was a monetary transaction in criminally derived property that is of a value greater than \$ 10,000 and was derived from specified unlawful activity. The funds transacted were criminally derived, commingled or not.

5.4 Bank Fraud. 18 U.S.C. § 1961(1)(B) Predicate Acts (18 U.S.C. § 1344(1))

PREDICATE ACT #	APPROX. DATE	DESCRIPTION OF BANK FRAUD 18 U. S. C. § 1344(1)

1	86	5-Aug-06	A payment related to "the equipment fraud - trucks" received from Al Oliver in California was deposited by Orix in Texas, knowingly executing a scheme to defraud a financial institution.
2	87	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by ICR in California knowingly executing a scheme to defraud a financial institution.
3	88	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-VP Oil in California knowingly executing a scheme to defraud a financial institution.
4	89	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-Silvas Oil in California knowingly executing a scheme to defraud a financial institution.
5	90	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California knowingly executing a scheme to defraud a financial institution.
6	91	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona knowingly executing a scheme to defraud a financial institution.
7	92	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Mitchell Brown in California knowingly executing a scheme to defraud a financial institution.
8	93	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by W.R. Grace in Maryland knowingly executing a scheme to defraud a financial institution.
9	94	Dec. 2006	A payment related to the fraud connected with a case

1			under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California knowingly executing a scheme to defraud a financial institution.
2	95	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona knowingly executing a scheme to defraud a financial institution.
3	96	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by San Joaquin in California knowingly executing a scheme to defraud a financial institution.
4	97	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Kaweah in California knowingly executing a scheme to defraud a financial institution.
5	98	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Burr in California knowingly executing a scheme to defraud a financial institution.
6	99	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona knowingly executing a scheme to defraud a financial institution.
7	100	Jan. 2008	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California knowingly executing a scheme to defraud a financial institution.
8	101	Mar. 2008	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California knowingly executing a scheme to defraud a financial institution.
9	102	26-Jan-09	A payment related to "the sales tax fraud" received from

		the Tulare County Superior Court in California was deposited by Al Oliver in California, knowingly executing a scheme to defraud a financial institution.
103	19-Aug-10	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, knowingly executing a scheme to defraud a financial institution.
104	10-Sep-16	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, knowingly executing a scheme to defraud a financial institution.

5.5 Bank Fraud. 18 U.S.C. § 1961(1)(B) Predicate Acts (18 U.S.C. § 1344(2))

PREDICATE ACT #	APPROX. DATE	DESCRIPTION OF BANK FRAUD 18 U. S. C. § 1344(2)
105	5-Aug-06	A payment related to "the equipment fraud - trucks" received from Al Oliver in California was deposited by Orix in Texas, intending to obtain bank property and obtaining bank property.
106	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Mitchell Brown in California, intending to obtain bank property and obtaining bank property.
107	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by W.R. Grace in Maryland, intending to obtain bank property and obtaining bank property.
108	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California, intending to obtain bank property and obtaining bank property.
109	Dec. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding

		court in Phoenix was deposited by Cunningham in Arizona, intending to obtain bank property and obtaining bank property.
110	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by ICR in California, intending to obtain bank property and obtaining bank property.
111	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-VP Oil in California, intending to obtain bank property and obtaining bank property.
112	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Chevron-Silvas Oil in California, intending to obtain bank property and obtaining bank property.
113	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by VPI in California, intending to obtain bank property and obtaining bank property.
114	Sep. 2006	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, intending to obtain bank property and obtaining bank property.
115	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by San Joaquin in California, intending to obtain bank property and obtaining bank property.
116	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Kaweah in California, intending to obtain bank property and obtaining bank property.
117	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding

		court in Phoenix was deposited by Burr in California, intending to obtain bank property and obtaining bank property.
118	Apr. 2007	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by Cunningham in Arizona, intending to obtain bank property and obtaining bank property.
119	Jan. 2008	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California, intending to obtain bank property and obtaining bank property.
120	Mar. 2008	A payment related to the fraud connected with a case under title 11 received from the 11 U.S.C. proceeding court in Phoenix was deposited by BOE in California, intending to obtain bank property and obtaining bank property.
121	26-Jan-09	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, intending to obtain bank property and obtaining bank property.
122	19-Aug-10	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, intending to obtain bank property and obtaining bank property.
123	10-Sep-16	A payment related to "the sales tax fraud" received from the Tulare County Superior Court in California was deposited by Al Oliver in California, intending to obtain bank property and obtaining bank property.

6. Plaintiff's Property Has Been Used in the Defendants' Racketeering Activity.

74. Defendants Cemex and Lehigh Hanson are running a cartel, which is a criminal enterprise under the laws of the United States of America, using Plaintiff's property: the mobile cement storage facility and the two mobile concrete manufacturing facilities.

1 75. The cartel is being operated by using the mail, the wire, and banks.

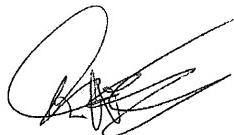
- 2 • Each time the mail is being used to operate the cartel it constitutes one count of mail
 3 fraud, including for: solicitation of buyers for concrete using Plaintiff's property,
 4 the; billing for deliveries of concrete using Plaintiff's property; collecting funds
 5 from sales of concrete using Plaintiff's property; and depositing the collected funds
 6 in bank accounts in California - in violation of Title 18, United States Code, Sections
 7 1341 and 2.
- 8 • Each time the wire is being used to operate the cartel it constitutes one count of wire
 9 fraud, including for: solicitation of buyers for concrete using Plaintiff's property,
 10 the; billing for deliveries of concrete using Plaintiff's property; collecting funds
 11 from sales of concrete using Plaintiff's property; and depositing the collected funds
 12 in bank accounts in California and wiring of the collected funds to various locations
 13 in the United States, including Texas, and outside the United States, including
 14 Mexico and Germany - in violation of Title 18, United States Code, Sections 1343
 15 and 2.
- 16 • Each time banks are being used to operate the cartel it constitutes one count of
 17 money laundering, including for: funds received from buyers of concrete using
 18 Plaintiff's property; transferring such funds out of the accounts the funds were
 19 deposited in; subsequently transferring such funds from accounts in the State of
 20 California into bank accounts located elsewhere in the United States, and outside
 21 the United States, including Mexico and Germany - in violation of Title 18, United
 22 States Code, Section 1956(h).

22 76. Defendants Cemex and Lehigh Hanson commit, at a minimum ,at least 100 such
 23 predicate acts each day, and have thus committed thousands and thousands of predicate acts per
 24 18 U.S.C. § 1961. All in violation of 18 U.S.C. § 1962.

25 77. In Tulare County, Kings County and Fresno County California and elsewhere, in a
 26 matter within the jurisdiction of the legislative branch of the Government of the United States and

1 the State of California and subject to the legislatively passed statutes, Defendants Cemex and
2 Lehigh Hanson knowingly and willfully used and caused to be used Plaintiff's property, that is,
3 Defendants used and caused to be used property derived from specified unlawful activity to solicit
4 buyers by wire and mail, manufacture concrete by use of wire, mail and banks, bill for deliveries
5 of concrete by use of wire, mail and banks and collect funds from sales of concrete by use of wire
6 and mail, which they then deposited and caused to be deposited in bank accounts in California
7 and wiring of the collected funds to various locations in the United States, including Texas, and
8 outside the United States, including Mexico and Germany. constituting monetary transactions in
9 property derived from specified unlawful activity.

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11 Respectfully submitted on this 2nd day of April 2021.
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